

## CAN GET DAMAGES.

Court of Appeals Decides the Famous Connell Case in Favor of Railroad.

## WAS SHOT IN A PULLMAN BERTH.

Jailers Must Provide Fuel-Options Rendered Yesterday.

Eight opinions were handed down in the Supreme Court of Appeals yesterday. One of them, and the most important, was that in the case of Connell's Executors against the Chesapeake and Ohio Railway Company, which decides for the first time, so far as this tribunal is concerned, the question of the liability of a railroad company for damages to a passenger sustaining injuries at the hands of a fellow-passenger or an intruder. The point is ably and interestingly discussed through out by Judge James Keith, who prepared the opinion.

Mr. F. D. Connell, a citizen of Ohio, on the night of August 1, 1891, was shot while asleep in a berth of a Pullman palace-car, attached to a train of the Chesapeake and Ohio Railway Company between the points of Basic City and Waynesboro'. The wounded man was removed to Charlottesville, where he died a few days later. The executors of Mr. Connell brought action in the Circuit Court of the city of Richmond against the Chesapeake and Ohio and the Pullman Palace-Car Company for \$10,000, claiming that it was the duty of the defendant companies to use due and proper care that the plaintiff should be safely and securely carried on said railway, and that the negligence in injury while on the train, and the charge of negligence upon the part of the defendants is made against the defendants in not keeping proper guard over and giving the necessary attention to their passengers, to protect them.

THE DEMURRER SUSTAINED. The Circuit Court sustained the demurrer, and permitted them to amend their declaration, which was promptly done, and the defendant again demurred, and the Court sustained this demurrer. A writ of error was then awarded to the Court of Appeals. In the opinion, Judge Keith says: "The demurrer to the amended declaration presents a question of novelty and interest, which, it is believed, has seldom arisen, and which certainly has never been raised upon by this court. Railroads engaged as carriers of passengers, while not insurers against all injuries, except by the act of God or of public enemies, are, as the carriers of goods, are yet bound to carry safely those whom they take into their coaches, in so far as human care and foresight can be used; that is to say, are bound to use the utmost care and diligence of very cautious persons; and they will be held liable for the slightest negligence which human care, skill, and foresight could have foreseen and guarded against. A passenger who sustains an injury growing out of the negligence of the carrier's servants or agents, or because of any defect in machinery, coaches, roadway, or other appliances connected with its transportation of passengers, is presumed, until the contrary is shown, to have been injured by the negligence of the carrier, and upon proof of the injury he has a prima facie case, which, in the absence of proof to the contrary, entitles him to recover damages for the wrong."

THE COMPANY NOT NEGLIGENT. "The injury here, however, is not the result of any defect in the instrumentalities used by the defendants. The negligence averred is in the failure to observe such care and to take such precautions as would effectually protect a passenger asleep in the night time upon a Pullman coach, constituting a part of the train of the Chesapeake and Ohio Railway Company, from an assault made upon him by some unknown person, a passenger or intruder, as the declaration alleges, who was permitted to enter the Pullman-car with intent to commit murder or robbery, and who did inflict upon the plaintiff's testator injuries from which he died. It is not averred that the defendants or their employees knew that any danger impended over the testator of the plaintiff in error, or that there was any circumstance to arouse their suspicion, however watchful and alert they may have been."

JUDGMENT AFFIRMED. Judge Keith here refers to a number of cases cited by the plaintiffs, and says that they deal only with the liability of companies for property lost or stolen by failure to keep continual watch upon the interior of their cars. He did not think that this proposition applied to the case before the court, and says that the carriers are liable for the negligence complained of must stand as the proximate cause of the injury sustained—that is, it must be the direct and efficient cause. The opinion goes on to say: "Can it be said that in leaving a day berth in permitting a stranger or passenger to enter, the defendants were guilty of negligence, when to hold them negligent would be to say that they should have watched the train and the passengers, and that the tragedy which gave rise to this action? To do so would be to require of them more than human foresight as to the minds and motives of men, and make them, in effect, insurers of the safety of passengers, while under their care against all dangers, however remotely connected with their acts of omission or commission." The judgment of the lower court in sustaining the demurrer of the defendant companies is affirmed.

MUST FURNISH HEAT. The opinion in the case of Price, Auditor, against Smith, from the city of Alexandria, was the subject of a controversy was the right of this court to take jurisdiction by writ of error in a mandamus proceeding where the amount involved is less than \$500. The court holds that it is vested with original jurisdiction to award the writ of mandamus in all cases without regard to the amount involved, and it would be remarkable if the Legislature had intended to deprive the court of this jurisdiction. The court in the case at Alexandria entered an order allowing an account in favor of the Sergeant of the city, who is ex-officio its jailer, for \$100 for fuel furnished the city jail, which the Auditor and the City Council refused to pay. The effect of the decision is that the jailer or Sergeant must keep the jail properly warmed out of the fees allowed him by section 232 of the Code of Virginia, which allows 25 cents for receiving a prisoner, 40 cents a day for keeping and supporting him, and when there is more than three days and less than ten prisoners, 30 cents a day, and 25 cents a day each when there are more than ten prisoners in jail. The Court of Appeals says that the Corporation Court erred in awarding the mandamus prayed for, and that its judgment must be set aside.

OTHER BUSINESS DISPOSED OF. Judge John W. Riley: Coleman and als. vs. Clayton and als. Circuit Court of Gloucester. Affirmed. Judge H. H. Caldwell: Morotock Insurance Company vs. Cheek. Circuit Court of Norfolk city. Affirmed. Collins vs. Christian (Judge). Mandamus awarded.

Judge John A. Buchanan: Magarity vs. Shipman. Circuit Court of Fairfax county. Affirmed. Norfolk and Western Railroad Company vs. Dunaway's Administrator. Circuit Court of Halifax county. Reversed. Judge George M. Harrison: Clason vs. Parrish. Circuit Court of city of Richmond. Reversed. Virginia Fire and Marine Insurance

Company vs. New York Carousal Manufacturing Company. Writ of error to judgment of the Circuit Court of the city of Richmond. Bond, \$1,200. Powell vs. Town of Wytheville. Writ of error and supersedeas. Bond \$100. Ewing vs. Graham. Circuit Court of Lee county. Appeal and supersedeas. Bond, \$500. Jordan, et al., vs. Rivermont Furniture Company and als. Corporation Court of city of Lynchburg. Appeal and supersedeas. Bond, \$250. Butler vs. Commonwealth. County Court of Fauquier. Writ of error refused. Buchanan vs. Edwards. Circuit Court of Wise county. Writ of error refused. Radd vs. Farm and Pashan Railway. Railroad Company. Petition to rehear a decree entered at a former day of this term. Petition refused. Warren vs. Warren. Argued for plaintiff by L. T. W. Marrye, and for defendant by Henry W. Pollard, and submitted.

Property Transfers. Richmond: George Greenwald to Noah Greenwald, personally, \$100. William A. Mann to William C. Wilkinson, 20 feet on south side Marshall street near Graham, subject to deed of trust of \$1,500, \$1,000. D. H. Mahony and wife to Henry E. Baskerville, 15 feet on east side Plum street near Floyd, \$250. John Mahony and wife to same, 15 feet on same near same, \$250. Henrico: Sut T. and Jackson Bolton to Jackson Bolton, 286 feet on Nine-Mile road, northeast corner Twenty-fifth street, \$5. Henry Crawford and wife to Walter J. Todd, lot on Richmond and Henrico turnpike, \$70. Caroline B. Jeffers and H. T. Barrett, special commissioner, to Lewis Level, lots 25 and 26, Woodville, \$30. William A. Mann to J. Harry Harvey, one third interest in lot 4 in block 14; lots 4, 7, 8, 9, 10, 11, and 12 in block 15; lots 2, 5, 6, 7, 8, 9, 10, 11, and 12 in block 14, Barton Heights; lease of store No. 5 1/2, Barton Heights, street, tools, implements, choices in action, etc., \$5,000.

Vestry of Christ Church. The congregation of Christ church has elected the following vestrymen: J. H. Day, Thomas Polindexter, J. H. Timmerlake, F. A. P. Thompson, J. E. Creery, S. M. Williams, C. C. Baughman, W. J. Cordley, C. B. Richards, J. W. Williams, Lyman Stutz, T. S. Mallonee. The vestry was organized by the election of the following officers: J. H. Timmerlake, senior warden; J. W. Williams, junior warden; and J. E. Creery, register. Delegate to the Council, Thomas Polindexter; Alternate, C. C. Baughman.

The American Girl. "The American Girl," a patriotic play, will be the attraction at the Academy of Music this evening. The comedy is from the pen of H. Gratton Donnelly, a prolific writer of comedies, and is described as claiming rank with his other comedies as a play, to-morrow afternoon, and an evening performance.

Emma Eames writes of VIN MARIANI THE IDEAL TONIC: "I find 'Vin Mariani' the most delightful and efficacious tonic, of inestimable value to singers."

Mailed Free. Descriptive Book with Testimony and Portraits OF NOTED CELEBRITIES. Beneficial and Agreeable. Every Test Proves Reputation. Avoid Substitutions. Ask for 'Vin Mariani' At Druggists and Fancy Grocers. MARIANI & CO., 40 Nassau St., New York.

THE Monarch BRAND SHIRTS ARE GUARANTEED GOODS. (See 17-F. Sub W.)

PROPOSALS. PROPOSALS FOR FURNISHING ENVELOPES FOR THE SEVERAL EXECUTIVE DEPARTMENTS IN WASHINGTON DURING THE YEAR ENDING JUNE 30, 1897.

Post-Office Department, Washington, D. C., March 28, 1896. By the ninety-sixth section of the act of Congress approved January 12, 1895, it is made the duty of the Postmaster-General to contract for all envelopes, both plain and printed, to be used by his own or other departments.

Under this authority, proposals are hereby invited, and will be received at the Post-Office Department, until 2 P. M., on Thursday, the 21st day of April, 1896, for furnishing such envelopes as are specified in the enclosed list. Proposals for furnishing envelopes for the several Executive Departments, and addressed to the Third Assistant Postmaster-General, Washington, D. C. Bids to be delivered in person must be handed in at or before the hour above named; otherwise they will not be considered. Plain and printed envelopes, with full specifications, will be furnished upon application to the Third Assistant Postmaster-General, Washington, D. C. (See Circular No. 1, 1896, ap 1-W&F.)

PROPOSALS FOR FURNISHING REGISTERED-PACKAGE, TAG, OFFICIAL, AND DEAL-LETTER ENVELOPES.


Post-Office Department, Washington, D. C., March 28, 1896. SEALED PROPOSALS are invited and will be received at the Post-Office Department, until 2 P. M., on Thursday, the 23rd of April, 1896, for furnishing such Registered-Packages, Tag, Official, and Deal-Letter Envelopes as may be ordered for the use of the department, postmasters, and the postal service during a period of one year, beginning on the 1st day of July, 1897.

Proposals must be made on the blank forms provided by the department, securely enveloped and sealed, indorsed "Proposals for furnishing Registered-Packages, Tag, Official, and Deal-Letter Envelopes," and addressed to the Third Assistant Postmaster-General, Washington, D. C. Bids to be delivered in person must be handed in at or before the hour above specified for the receipt thereof; otherwise they will not be considered. Plain and printed envelopes, with full specifications, will be furnished upon application to the Third Assistant Postmaster-General, Washington, D. C. (See Circular No. 1, 1896, ap 1-W&F.)

PORT MONROE, VA., MARCH 14, 1896. Sealed proposals will be received here until 10 o'clock A. M. April 11, 1896, and then opened, for construction of a new pier, and for the erection of light-house quarters, including steam heating, plumbing, and gas-piping. United States reserves the right to accept or reject any or all proposals, or any part thereof. Information furnished upon application to J. W. PULMAN, A. & M.

Norfolk and Western Railroad Company vs. Dunaway's Administrator. Circuit Court of Halifax county. Reversed. Judge George M. Harrison: Clason vs. Parrish. Circuit Court of city of Richmond. Reversed. Virginia Fire and Marine Insurance

**COTTOLENE.**



For convalescents and invalids; for children or for people with weak digestion must be carefully prepared from the most wholesome ingredients. For such cooking, Cottolene proves invaluable. It imparts a delicate flavor to the food, making it at once palatable and healthful.

**Cottolene**

is undoubtedly the best cooking material ever produced. Get the genuine.

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**DUNLAP'S,**

but we can supply your wants in FINE SHIRTS (made to order or stock) UNDERWEAR, NECKWEAR, HALF HOSE, HANDKERCHIEFS, COLLARS, CUFFS, and in fact everything usually carried in a first-class haberdashery.

**RAND, The Hatter,**

OPPOSITE THE CHAMBER OF COMMERCE.

Accommodates 800 Letters.

**"VIRGINIA" AND "COUNTING-HOUSE" FILES.**

The former 35 cents each, or \$3.50 per dozen; the latter 25 cents each, or \$2.50 per dozen. Quantities of them are used. If you are not doing so, commence at once.

**Everett Waddey Co.,** Richmond, Va.

We send out-of-town customers descriptive circulars of them.

**RECEIVER'S SACRIFICESALE**

IMMENSE STOCK OF **WEST, JOHNSTON & CO.,** 907 east Main street.

consisting of MISCELLANEOUS BOOKS, STATIONERY of all kinds, WRITING PAPER and MATERIALS, BLANK BOOKS, COPYBOOKS, PENS, PENCILS, INKS, Etc., Etc., to be sold without regard for cost.

**CHARLES A. ROSE, Receiver.**

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**Cobwebs**

are usually a sign that a woman has more than enough to do; that all her time and strength are utilized in doing heavy work; that she doesn't use GOLD DUST WASHING POWDER. If she did use this great cleanser, her heavy work would be so lightened that the little things needn't be neglected.

**GOLD DUST WASHING POWDER**

saves a woman time to rest, time to go, time to read, and time to sew. Every housewife should have a supply of this great help.

**THE N. K. FAIRBANK COMPANY,** Chicago, St. Louis, New York, Boston, Philadelphia.

**RIPANS TABULES**

Mr. John F. Connell, a confidential employee of the I. R. Trask Fish Company, 510 north Second street, St. Louis, Mo., in an interview August 8, 1895, related as follows:

"Yes, I have used Ripans Tabules, and am very much pleased with the results. I have had a lot of trouble with my stomach in my life, and have taken a little of everything for relief. As I have never been what could be considered a drinking man, I don't think that could be the cause of it, so I guess my stomach was just naturally weak. However, my physician said in consequence of this weakness I couldn't assimilate my food properly, and had developed, in addition to this weakness, a form of dyspepsia, not very violent, but still enough to cause me very unpleasant sensations at times. He prescribed for me, but it didn't do much good. I tried numerous other things with about the same sort of success. At last I had seen advertised a good deal, and so far they have given entire satisfaction."

One Gives Relief. Ripans Tabules are sold by druggists, or by mail if the price (50 cents a box) is sent to The Ripans Chemical Company, No. 19 Spruce street, New York. Sample vial, 10 cents.

**Wedding Invitations ENGRAVED** in artistic style. Send for samples and prices. VISITING CARDS—Plate and 50 cards (name) \$1.00; name and address \$1.50. L.V.C.E.T. 317 E. Charlotte, Baltimore, Md. (See 6-Cod29)

**BOOK AND JOB WORK NEATLY** EXECUTED AT THE DISPATCH PRINTING HOUSE.

**F. & W. F. DAVISON,** 62 East Main street. We have decided to adopt the following prices until further notice:

Gold Fillings ..... \$1.00  
Amalgam and Cement Fillings ..... \$1.00  
Full Sets of Teeth ..... \$1.00  
Extractions ..... 50c  
Painless Extraction ..... 50c  
Crown and Bridge Work a specialty at same reduction.

Best materials and workmanship guaranteed. no 15-F. Sub W.

## Our Filtering Medium

Is the celebrated "Crystal Fountain" Rock Tube, Nature's Natural Filter. The water is filtered through the pores, which are so exceedingly minute that no impurity can enter them.

The germs and all other suspended matter are retained on the outer surface of the tube, from which they are easily washed and carried away by our process of cleaning. GERM-PROOF.

Twenty-four tables full of bargains for the buyers this week. Don't be behind in the rush for these goods. Full value for every dollar spent with our house. Goods as represented.

**The E. B. Taylor Co**

No. 9 E. Broad St.

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1896.

**The Spalding Bicycle,**

the latest and greatest triumph of mechanical science. Strongest frame and absolutely the easiest running wheel in the world. No lap bearings, no forgings. Made of very best steel tubing. Perkins system of jointure throughout. Beautifully tapered at every connection.

Catalogue free, or by mail for 2-cent stamp.

SPALDING'S Base-Ball, Tennis, and Athletic Goods. Fishing Tackle, Sponges, Nets, Hammocks, Croquet, Fire-Arms.

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is a conservative estimate of the capacity of our new LUMBER WAREHOUSE at the corner of 9th and Arch streets, adjoining our old warehouse and abutting on the Chesapeake and Ohio Railway. Write, phone or call and see us when you want anything in this line.—from common Pine Framing to the highest priced Hardwoods.

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**PHILADELPHIA, RICHMOND AND NORFOLK STEAMSHIP COMPANY.**

Appointed sailing days: Every TUESDAY, FRIDAY, and SUNDAY at daylight.

Freight for Tuesday's and Friday's steamers received till sailing hour; for Sunday's steamer till 6 P. M. Saturday. Freight received daily until 5 P. M. Friday.

For further information apply to J. W. CLYDE & CO., General Southern Agent, office, Rocketts, W. P. CLYDE & CO., 121 General Agents, Philadelphia.

**VIRGINIA NAVIGATION COMPANY'S JAMES-RIVER LINE.**

LINKS TO NORFOLK, PORTSMOUTH, OLD POINT, NEWPORT NEWS, CLAREMONT, and JAMES-RIVER landings, and connecting at Old Point and Norfolk for Washington, Baltimore, and the North.

STEAMER POCAHONTAS LEAVES MONDAY, WELDON, LEAVES FRIDAY, 7 A. M.

Electric cars direct to wharf. Fare only \$1.25 and \$1.50. Portmahon, Old Point, and Newport News. Music by a Grand Orchestra.

Freight received daily for above-named points, and all points in Eastern Virginia and North Carolina.

IRVIN WEISBERG, Superintendent. EDWARD E. BARNES, President.

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**OLD DOMINION STEAMSHIP COMPANY.**

DAILY LINE FOR NEW YORK.

Passengers can leave Richmond DAILY via Chesapeake and Ohio railway at 3:35 P. M., or Richmond and Petersburg railway (Norfolk and Western route) 4:30 A. M., connecting at Norfolk with Old Dominion-line steamer, sailing same evening for New York.

ALL-WATER ROUTE. Steamship Old Dominion leaves Richmond every Monday at 5:00 P. M. for New York via James River.

Tickets on sale at Richmond Transfer Company's, 93 east Main street; Chesapeake and Ohio railway, and Richmond and Petersburg railroad depots, and at company's office, 121 east Main street, Richmond. Baggage checked through.

Freight. For New York and all points beyond can be shipped by direct steamers, sailing from Richmond every MONDAY 4:30 P. M., and every FRIDAY 5:30 P. M., also by steamer leaving Richmond WEDNESDAY 5:30 P. M. for Norfolk; connecting with steamer for New York.

Manifest closed one hour before sailing.

Freight received and forwarded, and through bills of lading issued for all northern, eastern and foreign points.

FROM NEW YORK. Passengers can leave Daily, except Sunday, to Norfolk and Old Point, connecting with Norfolk and Old Point railway, and Chesapeake and Ohio railway, and Richmond and Petersburg railroad depots, and at company's office, 121 east Main street, Richmond. Baggage checked through.

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100 DIFFERENT DESIGNS.

Mattings.

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Refrigerators.

ALL STYLES AND PRICES.

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EMULSION OF COD-LIVER OIL WITH HYPOPHOSPHITES OF LIME & SODA. The excellent food for Croup, Colds, Bronchitis, and all Throat and Lung Troubles, made for the last twenty years by PURCELL, LADD & CO., Wholesale Druggists. Price, 50c. at all druggists. no 9

**RAILROAD LINES.**

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SCHEDULE EFFECTIVE TUESDAY, JANUARY 15, 1896.

TRAINS LEAVE RICHMOND-UNION DEPOT.

9:30 A. M. Arrives Petersburg 9:21 A. M., Norfolk 11:25 A. M. Stops only at Petersburg, Waverly, and Suffolk.

9:55 A. M. Arrives Petersburg 9:50 A. M., Norfolk 11:55 A. M. Stops only at Petersburg, Waverly, and Suffolk.

10:15 A. M. Arrives Petersburg 10:10 A. M., Norfolk 12:15 P. M. Stops only at Petersburg, Waverly, and Suffolk.

10:40 A. M. Arrives Petersburg 10:35 A. M., Norfolk 12:40 P. M. Stops only at Petersburg, Waverly, and Suffolk.

11:05 A. M. Arrives Petersburg 11:00 A. M., Norfolk 1:05 P. M. Stops only at Petersburg, Waverly, and Suffolk.

11:30 A. M. Arrives Petersburg 11:25 A. M., Norfolk 1:30 P. M. Stops only at Petersburg, Waverly, and Suffolk.

11:55 A. M. Arrives Petersburg 11:50 A. M., Norfolk 1:55 P. M. Stops only at Petersburg, Waverly, and Suffolk.

12:20 P. M. Arrives Petersburg 12:15 P. M., Norfolk 2:20 P. M. Stops only at Petersburg, Waverly, and Suffolk.

12:45 P. M. Arrives Petersburg 12:40 P. M., Norfolk 2:45 P. M. Stops only at Petersburg, Waverly, and Suffolk.

1:10 P. M. Arrives Petersburg 1:05 P. M., Norfolk 3:10 P. M. Stops only at Petersburg, Waverly, and Suffolk.

1:35 P. M. Arrives Petersburg 1:30 P. M., Norfolk 3:35 P. M. Stops only at Petersburg, Waverly, and Suffolk.

1:55 P. M. Arrives Petersburg 1:50 P. M., Norfolk 3:55 P. M. Stops only at Petersburg, Waverly, and Suffolk.

2:20 P. M. Arrives Petersburg 2:15 P. M., Norfolk 4:20 P. M. Stops only at Petersburg, Waverly, and Suffolk.

2:45 P. M. Arrives Petersburg 2:40 P. M., Norfolk 4:45 P. M. Stops only at Petersburg, Waverly, and Suffolk.

3:10 P. M. Arrives Petersburg 3:05 P. M., Norfolk 5:10 P. M. Stops only at Petersburg, Waverly, and Suffolk.

3:35 P. M. Arrives Petersburg 3:30 P. M., Norfolk 5:35 P. M. Stops only at Petersburg, Waverly, and Suffolk.

4:00 P. M. Arrives Petersburg 3:55 P. M., Norfolk 6:00 P. M. Stops only at Petersburg, Waverly, and Suffolk.

4:25 P. M. Arrives Petersburg 4:20 P. M., Norfolk 6:25 P. M. Stops only at Petersburg, Waverly, and Suffolk.

4:50 P. M. Arrives Petersburg 4:45 P. M., Norfolk 6:50 P. M. Stops only at Petersburg, Waverly, and Suffolk.

5:15 P. M. Arrives Petersburg 5:10 P. M., Norfolk 7:15 P. M. Stops only at Petersburg, Waverly, and Suffolk.

5:40